

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

JOSEPH M. SHEFFIELD PRO SE

PLAINTIFF,

V.

**FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECIEVER FOR
FRANKLIN BANK SSB et al.,**

DEFENDANTS

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CIVIL ACTION NO. 1:09-61-KD-M

FILED NOV 2 '09 PM 12:16 USDC ALB

**PLAINTIFF'S ANSWER TO FDIC'S SUPPLEMENTAL BRIEF REGARDING
THE D'OENCH DOCTRINE**

1] MR (REID) STATES THAT (SHEFFIELD) IS USING ORAL ARGUMENTS THAT HAVE NO PLACE IN THIS CONTRACT. [B]UT THE PROMISE MADE ON DEC. 29, 2006 BETWEEN (FRANKLIN'S) LOAN OFFICER, STEVE HOBBS AND JOSEPH SHEFFIELD (IS) A" WRITTEN DOCUMENT AND A PART OF THIS CONTRACT."

2] (MR.REID) SEEMS TO HAVE FORGOTTEN WHAT HIS MOTION IS SUPPOSED TO BE ABOUT THE [D'OENCH DOCTRINE] AND THE ELEVENTH CIRCUIT LAW QUESTION THAT (JUDGE KRISTI DUBOSE) GAVE TO MR.REID ON 10/19/2009 AT THE TRIAL UNTIL OCTOBER 26, th AND GAVE ME UNTIL NOV. 2nd 2009 TO RESPOND IF I CHOOSE TO. SINCE THIS IS A QUESTION OF LAW PLAINTIFFS CANNOT MAKE AN OPINION IN THIS CASE, BUT WILL TRY TO RESPOND TO (DOC 36) BY MR. REID.

3] (DOC 36) MR. REID STATES ON PAGE ONE THAT PLAINTIFF FAIL TO STATE A LEGALLY COGNIZABLE CLAIM. (PLAINTIFFS HAD TO ENDURE MENTAL ANGUISH FOR THE PAST THREE AND A HALF YEARS BASED UNPON THE WRITTEN PROMISE EXECUTED BY STEVE HOBBS, LOAN OFFICER FOR FRANKIN BANK AND JOSEPH SHEFFIELD . (TRUTH IN LENDING DOCUMENT) THE ONLY THING THAT WAS CHANGED ON THIS DOCUMENT WAS THE APR. FROM 6.399% TO 7.228 % FINAL APR.

4] (DOC 36) SEE PAGE TWO, PAR 1 . ACCORDING TO MR. REID, THE ONLY DAMAGE PLAINTIFF POSITS IS THAT HIS MORTGAGE WILL NOT BE SATISFIED UPON HIS DEATH. MR. REID HAS FORGOTTEN THAT 42 MONTHS AGO WE LOST OUR CREDIT LIFE INSURANCE BY DECIET AS PER CODE OF ALABAMA 1975 SECTION 6-5-104 (4) .

5] MR.REID STATES THAT I HAVE NOT SUFFERED ANY DAMAGES BECAUSE OF THE (CREDIT LIFE INSURANCE) IN FACT I AM SAVING MONEY BY NOT HAVING THE INSURANCE. IF I HAD WANTED TO SAVE MONEY I WOULD NOT HAVE ASK FOR THIS INSURANCE IN THE FIRST PLACE.

6] MR. REID STATES ON PAGE 3 PAR.1, THERE IS NO WRITTEN DOCUMENT EVIDENCING THAT (FRANKLIN BANK) AGREED TO PROVIDE THIS DESIRED PRODUCT TO(PLAINTIFF) “ BUT IN FACT THE TRUTH IN LENDING STATEMENT CLEARLY SHOWS THAT STEVE HOBBS OFFERED THE(INSURANCE TO PLAINTIFF) . KNOWING THAT THIS PROMISE WAS NEVER GOING TO COME TRUE.


7] (FRANKLIN BANK) HAS COMMITTED FRAUD IN THE INDUCEMENT . IN THIS CONTRACT, BY AND THROUGH THEIR LOAN OFFICER “ STEVE HOBBS” THE CREDIT LIFE INSURANCE WAS ALSO MADE A PART OF THE BANKING RECORDS, BECAUSE MRS. SHARON KOHEL’S STATEMENT SHOWS THAT SHE KNEW OF THE INSURANCE IN DEC. 2005 SO IT IS A PART OF THIS CONTRACT (MRS KOHEL’S) STATEMENT WAS 2009 SO IT WAS A PART OF (FRANKLIN BANK’S) RECORD’S.

**PLAINTIFFS RESPECTFULLY ASK THIS COURT TO RULE IN THEIR FAVOR
BASED ON THE EVIDENCE. PLAINTIFFS ASK THIS HONORABLE COURT TO
GIVE ANY OTHER, AND FURTHER, AND DIFFERENT RELIEF AS JUSTICE MAY
REQUIRE IN THIS CASE.**

I HEREBY CERTIFY THAT ON THIS 2nd DAY OF NOV.2009 I HAND DELIVERED A COPY OF THE FOREGOING TO THE CLERK OF THE COURT USING THE CM/ECF SYSTEM WHICH WILL AUTOMATICALLY SEND E MAIL NOTIFICATION TO THE BELOW NAMED INDIVIDUALS.

RESPECTFULLY SUMITTED

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